

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT CHATTANOOGA**

**ALVIN ROACH and KARRIE SMITH,
individually and as guardian and
next of kin of ETHAN ROACH**

Plaintiffs

vs.

Civil No. 1:09-CV-80

**GRACO CHILDREN'S PRODUCTS INC.
d/b/a GRACO and/or GRACO BETA**

and

NEWELL RUBBERMAID INC.

and

RUBBERMAID INC.

Defendants.

**AFFIDAVIT OF ALVIN ROACH AND KARRIE SMITH IN SUPPORT OF JOINT
MOTION FOR ORDER APPROVING MINOR'S SETTLEMENT**

STATE OF TENNESSEE

COUNTY OF KNOX

Alvin Roach and Karrie Smith, having personal knowledge of the facts stated herein, do depose and state as follows:

1. The Plaintiffs Alvin Roach and Karrie Smith and their minor son, Ethan Roach, reside in Knoxville, Tennessee and receive mail at, 700 Jonathan Avenue Knoxville, TN 37920. Ethan Roach was born on February 21, 2006.

2. We are the natural parents of Ethan Roach, and have sole and primary custody of our son, and are the natural guardians of our son.

3. On or about March 27, 2009, we filed a Complaint individually and on behalf of our son, Ethan Roach against the Graco Children's Products, Inc., and other defendants, alleging various claims under federal and state law.

4. We understand that the Defendants deny any and all liability related to this claim.

5. We understand that this is a doubtful and disputed claim. We understand that, in order to avoid further litigation and the corresponding expenses thereof, Graco Children's Products, Inc., without admitting any liability whatsoever, has agreed to a compromise settlement in which it will pay the total sum of [REDACTED] [REDACTED], as provided below. Individually, and on behalf of our son, we likewise agree to this compromise settlement of all our claims and all our son's claims which were made in this lawsuit or which could have been made in this lawsuit.

6. We understand that our attorneys, Dan C. Stanley and Robert R. Kurtz will receive [REDACTED] [REDACTED], or one-third (1/3) of the amount of the settlement as attorneys' fees, to which we agreed.

7. We further understand that the expenses in this case total [REDACTED] [REDACTED]. We understand that these case expenses will be deducted from the total amount of the settlement, to which we agreed.

8. We understand that the remaining amount of the settlement proceeds, totaling [REDACTED]

[REDACTED], will be used as follows:

[REDACTED] will fund the purchase of a structured settlement to provide payments to our son as described below. The Structured Settlement will be paid to the Ethan Burnett Roach Irrevocable Trust in [REDACTED] monthly payments beginning October 20, 2010, guaranteed for 40 years certain plus Ethan Roach's life. Payments increase at a rate of 2% compounded annually. In addition, the Ethan Burnett Roach Irrevocable Trust will receive lump sum payments of [REDACTED] payable annually, beginning February 21, 2024, guaranteed for 4 years certain.

The remaining [REDACTED] shall be paid to an Irrevocable Trust for Ethan Roach's benefit. Cumberland Trust and Investment Company shall be the trustee of the Ethan Roach Irrevocable Trust.

9. We are asking the Court to waive the appointment of guardian *ad litem* for Ethan Roach, a minor, pursuant to TENN. CODE ANN. § 34-1-107(a)(2)(A).

10. We agree that based upon the facts and circumstances of this case, the proposed settlement is reasonable and in the best interest of our minor son Ethan Roach and us, and we request that the settlement be approved and made the judgment of the Court in full release and satisfaction of all claims which the Plaintiffs may have or hereinafter claim against Graco Children's Products, Inc., current or past, arising out of

the incidents described in the Complaint. We understand that this Affidavit is being filed with the Court in support of the Joint Motion for Order Approving Minor's Settlement.

FURTHER, AFFIANTS SAYETH NOT.

Alvin B. Roach II
Alvin Roach

K. D. Smith
Karie Smith

Both sworn to and subscribed before me this 7th day of September ~~August~~, 2010.



K. E. Ely
Notary Public
My Commission Expires: 8-29-2012